



GOVERNMENT OF INDIA

Chandigarh Administration Gazette

Published by Authority

NO. 8] CHANDIGARH, FRIDAY, JANUARY 21, 2022 (MAGHA 01, 1943 SAKA)

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 19th January, 2022

No. 13/1/9818-HII(2)-2021/927.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 1/2017, dated 24.11.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

JASWINDER SINGH S/O SHRI KARNAIL SINGH, R/O HOUSE NO. 250, SECTOR 16, VILLAGE BUDHANPUR, PANCHKULA, HARYANA. (Workman)

AND

CHIEF ARCHITECT, DEPARTMENT OF URBAN PLANNING (ARCHITECTURE WING), CHANDIGARH ADMINISTRATION, UT SECRETARIAT BUILDING, SECTOR 9 D, CHANDIGARH. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that that he was working as a Driver in the office of Chief Architect, Department of Urban Planning, Chandigarh Administration, Chandigarh (Architecture wing) during the period from 08.06.2012 till 16.07.2016, against sanctioned post on consolidated salary on contractual basis. He was initially employed for six months, which was extended from time to time with notional breaks. The services of the workman were illegally dispensed with by the management when he was asked to stop work. The period of six months expired on 12.07.2017 and as usual, he was asked not to mark attendance for three days for the purpose of notional breaks. He marked his attendance on 16.07.2016 and on that day he was sent for the servicing of the vehicle No.CH-01-GA-5921. On 16.07.2016 itself in the afternoon, he was directed to stop work. Last drawn salary of the workman was ₹ 21,600/- per month. The workman had actually and factually rendered service in excess of 240 days with the management in the twelve calendar months preceding the date of his termination. He had applied for the post and was selected by the Committee constituted for this

Digitally signed by
Jalindar Singh
Date: 2022.01.21
15:49:00 IST
Reason: Published
Locally

(61)

This is Digitally Signed Gazette. To verify, visit :
<https://egazette.chd.gov.in>

purpose. After having found the license, other documents and driving skill of the workman in order by the management, he was appointed on contractual basis against regular post of driver. Act of repeated appointments with notional breaks amounts to unfair labour practice. After the termination of services of the workman, the management advertised the regular post of Driver. The workman applied for the same and submitted necessary documents. The management found the documents of the workman in order and in accordance with their requirements and allowed the workman to appear in the driving test. He cleared the driving test on 01.03. 2016 and stood first amongst the other persons, who appeared for test. The management cancelled the aforesaid process without any reason. Thereafter, the workman moved number of representations before the management but he was not taken back on duty nor appointed against the post advertised for which he cleared the driving test and stood first. Thereafter, the management had outsourced the posts of the Driver, which the workman was occupying, to a contractor namely M/s Golden Eagle Security Services, SCO No. 2475-76, Sector-22-C, Chandigarh, which is a patent violation of the provisions of the ID Act and is also case of to unfair labour practice. The post of the driver for which the workman was appointed is vacant and still exists. The appointment on contract basis could have been replaced by the regular appointee and not by an outsource employee. The work & conduct of the workman was highly satisfactory. The workman has passed Secondary School Examination in the year 2008 from the National Institute of Open Schooling and belongs to OBC Category. The workman possesses a driving license - Light Motor Vehicle - Transport (LMV - Transport) which was issued in the year 2011 and later on was renewed by the Licensing Authority, Union Territory Chandigarh for the period up to 05.08.2017 and a verification letter was issued for the same by the Chandigarh Administration. The workman has attained the age of 29 years and has rendered continuous service of a Driver for four years with the management during the period from 08.06.2012 to 16.07.2016. This period of service is required to be considered/adjusted/counted for the purpose of age meant for the post of a driver in the employment of the management. The Chandigarh Administration has now enhanced the age of recruitment to 35 years, which is also applicable to the department of the management. The termination of the services of the workman amounts to unfair Labour Practice and is a violation of Section 25-F of the Industrial Disputes Act as neither any notice was given nor wage in lieu of the notice is paid nor any retrenchment compensation was paid before the termination of the services of the workman. Juniors to the workman have been retained / appointed by the management through an outsource agency namely M/s Golden Eagle Security Services, SCO No.2475-76, Sector-22-C, Chandigarh, which is clear violation of Section 25-F, 25-G and 25-H of the ID Act. He is entitled to the relief of the reinstatement with continuity of service and full back wages and all other consequential benefits from the date of his termination. The workman is unemployed since the date of his termination by the management i.e. with effect from 16.07.2016. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages and all other consequential benefits from the date of his termination.

3. The management contested the case of the workman and filed written statement that the workman was engaged on short term contract basis for six months with specific terms & conditions of contract, wherein it was clearly mentioned that the services on contract basis are liable to be terminated without any notice. On expiry of six months contract, a fresh offer of appointment was given to the workman with the same terms & conditions, as mentioned in his initial offer letter, so he cannot claim his contract as continuous. The contract of the workman had expired on 12.07.2016 and not from 12.07.2017 as mentioned by the workman in his claim application. The services of the workman were dispensed with by the management on expiry of contract period on 12.07.2016. The workman illegally marked the attendance on 16.07.2016, after expiry of the contract period without any permission / order from the management. After expiry of every six months the management awarded fresh contracts for further six months as per requirement after giving the breaks with the same terms & conditions, which were agreed upon by the workman while accepting each appointment so there is no continuous service which exceeds 240 days, as claimed by the workman. Since the case of regular appointment to the post of Driver was under consideration and final appointment might take considerable time so the workman was given fresh appointment after expiry of his earlier contract. Every time fresh appointment with specific terms & conditions were given to the workman so there is no unfair labour

practice adopted by the management. The process of recruiting the Driver against regular post was initiated by the management on 05.10.2013 by giving an advertisement in the newspaper and not after the expiry of the contract. The test was conducted by the State Transport Authority and while forwarding the result of the driving test, objection was raised on the driving licence of the workman by the Motor Vehicle Inspector of the State Transport Authority, Union Territory Chandigarh. On seeking clarification on the objection, the State Transport Authority conveyed that LMV Transport is not equivalent to that of Transport Vehicle Licence as published in the advertisement by the Department. Accordingly, the name of the workman was not considered for the selection against the regular post and other eligible candidates were called for interview. The workman filed representations before the cancellation of process to the Secretary Urban Planning. On his representations, the long drawn process of appointment of Drivers on regular basis was scuttled as per the directions of the Secretary Urban Planning. The case was sent to the Department of Personnel, Chandigarh Administration for clarification. In view of the clarification from the Department of Personnel and as per order of the Secretary Urban Planning the management had given a corrigendum on 10.10.2017 and again started the process of making amendments in the existing recruitment rules for the post of Driver. Since this process may consume a considerable time so the post of Drivers have been filled up on the contract basis through outsource after getting approval from the Secretary Urban Planning for the smooth functioning of the office work. The name of the workman was not in the list recommended by the outsourcing agency for consideration. Since the Drivers were engaged through outsource agency so there is no vacant post of Driver. Simply clearing the driving test does not entitle a candidate for appointment against the regular post when his testimonials and other relevant documents have failed to meet the requirement for the post. During the period of his contract the efficiency of the workman was found satisfactory but the testimonials submitted by him for the regular post were found ambiguous as verified by the Motor Vehicle Inspector. There is no policy for monitoring the seniority / gradation of the official engaged on contract basis through outsource. The contract was not terminated during the contract period but the management had discontinued the contract after completion on 12.07.2016 as per terms & conditions agreed by the workman so there is no question of entitlement of the workman for continuous service with full back wages. Other averments of the case of the workman were denied.

4. From the pleadings of the parties, following issues were framed by the then Presiding Officer of this Court :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. In support of the case, the workman stepped into the witness box as AW1 and closed the evidence. On the other hand, the management examined Shri Deepak Jain - Architect (W&E) as MW1. Learned Law Officer for the management closed the evidence. The workman also examined Shri Ram Kumar - Clerk, M/s Premier Motor Garage, Panchkula as AW2 in additional evidence. The management did not lead any evidence in rebuttal and closed the evidence.

6. I have heard learned representative for the workman and learned Law Officer for the management and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

ISSUE No. 1 :

7. Onus to prove this issue was on the workman and to discharge the same learned representative for the workman examined the workman, who deposed that he was working as Driver in the office of Chief Architect, Department of Urban Planning, Chandigarh Administration, Chandigarh (Architecture Wing) during the period from 08.06.2012 till 16.07.2016 against sanctioned post on consolidated salary on contractual basis. He was initially employed for six months and this period was extended from time to time

with notional breaks. Copy of appointment letters are Exhibit 'WW1/1' to 'WW1/4' and Mark 'A' to 'D'. He further deposed that his services were illegally dispensed with by the management when he was asked to stop work. The period of six months, as per Mark 'D' expired on 12.07.2016. As usual, he was asked not to mark attendance for three days for the purpose of notional breaks. He marked his attendance on 16.07.2016 and on that day he was sent for servicing of vehicle No. CH-01-GA-5921 and on 16.07.2016 itself in the afternoon he was directed to stop work. His last drawn salary was ₹ 21,600/- per month as per Mark 'D'. He also deposed that he had rendered duty continuously with notional breaks in excess of 240 days with the management in the twelve calendar months preceding the date of his termination. He applied for the post and was selected by the committee constituted for this purpose. After having found the license, other documents and his driving skill in order by the management he was appointed on contractual basis against regular post of Driver vide Exhibit 'WW1/1'. Repeated appointments with notional breaks amount to unfair labour. After termination of his services, the management advertised the regular post of Driver and he applied for the same and submitted necessary documents. He cleared the driving test on 01.03.2016 and stood first amongst other persons, who appeared for test but the management cancelled the selection process without any reason. He moved number of representations before the management but he was not taken back on duty nor appointed against the post for which he cleared the driving test and stood first. He further deposed that the management had outsource the posts of Driver to contractor namely M/s Golden Eagle Security Service, SCO No.2475-76, Sector 22-C, Chandigarh, which is in violation of provisions of the ID Act. The post of Driver for which himself was appointed is vacant and still exists. Work & conduct of himself was highly satisfactory, which can be seen from the certificate dated 10.06.2015 Exhibit 'WW1/5'. He had passed secondary school examination and belongs to OBC Category, copy of certificate Exhibit 'WW1/8' and 'WW1/9'. He possess a driving license - Light Motor Vehicle - Transport Mark 'G', which was renewed by Licensing Authority, Union Territory Chandigarh for the period upto 05.08.2017 Mark 'H' and verification letter was issued for the same by the Chandigarh Administration vide Exhibit 'WW1/6'. Now he has obtained the driving licence (Transport), copy of which is Exhibit 'WW1/7' and have surrendered the LMV Transport licence. He further deposed that he had attained the age of 29 years and had rendered continuous service of Driver for four years with the management from 08.06.2012 to 16.07.2016. This period of service is required to be considered / adjusted / counted for the purpose of age meant for the post of a Driver in the employment of the management. The Chandigarh Administration has now enhanced the age of recruitment to 35 years, which is also applicable to the management. Termination of his services amounts to unfair labour practice and is a violation of Section 25-F of the ID Act as neither any notice was given nor any wage in lieu of notice was paid or any retrenchment compensation was paid before termination of his services. Juniors to him have been retained / appointed by the management through an outsource agency namely M/s Golden Eagle Security Services in violation of Section 25-F, 25-H & 25-G of the ID Act so he is entitled to relief of reinstatement with continuity of service and full back wages with all other consequently benefits from the date of his termination. He is not gainfully employed since the date of his termination.

8. Learned representative for the workman has further examined Shri Ram Kumar - Clerk, M/s Premier Motor Garage, Panchkula in additional evidence as AW2, who deposed that he is summoned witness and working as Clerk from 1997 with M/s Premier Motor Garage, Panchkula. He had brought the summoned record of bill No.72376 and bill No.72377 and bill book with regard to above said bill numbers pertaining to car No. CH-01-GA-6921 of office of Chief Architect, Department of Urban Planning, Chandigarh. Copy of the same is already on record as Exhibit 'WB1' and 'WB2'. He further deposed that Exhibit 'WB2' bears the signatures of Shri Jawinder Singh (workman) at point 'A' and the workman had brought the vehicle for service on 16.07.2016 and signed this document as Driver of the above said vehicle.

9. Learned representative for the workman has argued that the workman remained in the employment of the management from 08.06.2012 to 16.07.2016 as Driver against regular post on contractual basis with

notional breaks. The workman had rendered the service of more than 240 days in the preceding twelve calendar months. The workman was directed to stop work in the afternoon of 16.07.2016. It is further argued that the advertisement was given by the management for appointment of regular posts of Drivers and the workman cleared the driving test and stood first among all the persons but the management cancelled the process of selection without any reason. The workman made representation for regular appointment but he was not taken back on duty. The management instead of appointing the workman outsource the post of Drivers to contractor namely M/s Golden Eagle Security Services which is an unfair labour practice. The post of Driver still exists. The appointment on contract basis could have been replaced by regular appointee and not by outsource employee.

10. It is further argued that the work & conduct of the workman was satisfactory. The representative for the workman referred to cross-examination of MW1 Shri Deepak Jain in which he had admitted that there was only 11 days break during the period from 08.06.2012 to 18.06.2013. MW1 further admitted during the cross-examination that the workman had applied for the post of Driver and he cleared the test and stood first as per Exhibit 'M4' and the Finance Secretary vide Exhibit 'M7' gave its observation regarding heavy transport vehicle and advised to issue correct and re-advertise. The witness admitted that the Drivers including workman were earlier appointed by the department itself and they are directly reporting to the officer to whom they were attached. It is also admitted that the workman was issued a transport license by Licensing Authority, Union Territory.

11. It is further argued that the management had committed unfair labour practice by shifting to outsourcing the post of Drivers to the third party arrangement. The workman had worked for the period of 240 days and he has been terminated without compliance of Section 25-F, G & H of the ID Act. He has placed reliance on *Parshotam Lal Versus The Administrator, Panchayat Samiti, Nihai Singh Wala, 2002(1) SCT 175(P&H)* in which it is held that the appointment of the temporary employee can be replaced by regular appointee and not by adhoc appointment and he also referred judgment *Director Health & Family Welfare, Punjab, Chandigarh & Others Versus Baljinder Singh, 2006 SCT 105* so termination of the workman is illegal. Learned representative for the workman has further placed reliance on citation *Mukund Dewangan Versus Oriental Insurance Company Limited, 2017(4) RCR (Civil) 111 SC* and prayed for reinstatement of the workman with continuity of service and full back wages.

12. On the other hand, learned Law Officer for the management has examined Shri Deepak Jain - Architect (W&E) as MW1, who deposed that he is well conversant with the facts & circumstances of the present case and competent to swear in the present affidavit. His authority letter is Exhibit 'M1'. He deposed that the workman was engaged on short term contract basis for six months with specific terms & conditions of contract that the services on contract basis are liable to be terminated without any notice. On expiry of six months contract, a fresh offer appointment was given to the workman with the same terms & conditions. The services of the workman were dispensed with by the management on expiry of contract period on 12.07.2016 and he has illegally marked his attendance on 16.07.2016. As per appointment letter dated 07.06.2012, offer of appointment of will not count as service and will not bestow upon any claim for regular appointment against any post. Copy of the appointment letter is Exhibit 'M2'. There is no continuous service which exceeds 240 days. Statement showing the details of the appointments letters, period and break in respect of the workman is Exhibit 'M3'. He further deposed that since the case of regular appointment to the post of Driver was under consideration and might take time so the workman was given fresh appointment expiry of earlier contract. Every time fresh appointment with specific terms & conditions were given to the workman so there is no unfair labour practice adopted by the management. He also deposed that the process of recruiting the Driver against regular post was initiated by the management by giving advertisements and the test was conducted by the State Transport Authority and while forwarding the result of driving test, objection was raised on the driving licence of the workman by the Motor Vehicle Inspector. Copy of report is Exhibit 'M4'. On seeking

clarification on the objections, the State Transport Authority conveyed that LMV Transport is not equivalent to that of Transport Vehicle Licence as published in the advertisement by the department. Copy of letter is Exhibit 'M5'. So the name of the workman was not considered for selection against regular post. Thereafter the workman filed representations to the Secretary Urban Planning for cancellation of process upon which recruitment process was scuttled by the Secretary vide Exhibit 'M7'. In view of the directions of Secretary Urban Planning, the clarification was sought from Personnel Department, Chandigarh Administration and in view of their clarification, the management cancelled the selection process and started the process of making amendments in existing recruitment rules. Since this process may consume time so the post of Drivers have been filled up on contract basis through outsource after getting approval from the Secretary Urban Planning. He further deposed that the contract was not terminated during the contract period but the management had discontinued the contract after completion of contract period on 12.07.2016 as per terms & condition.

13. Learned Law Officer for the management has argued that the workman was engaged on short time contract basis for six months and on expiry of the contract fresh offer of appointment was given to the workman. As per terms & conditions mentioned in the offer letter, after the expiry of the contract the services of the workman was dispensed with by the management and it is very much clear in the Exhibit 'WW1/2' which is very well admitted by the workman that he can be terminated without any prior notice. It is further argued that the process of recruiting the regular post was initiated by the management on 05.10.2013 by giving advertisement in newspaper and not after the expiry of the contract. The department has given advertisement for regular appointment and at the time of driving test the objection was raised by the Motor Vehicle Inspector of the State Transport Authority, Union Territory Chandigarh and on seeking clarification of objections the name of the workman was not considered as testimony submitted by the workman found ambiguous as verified by the Motor Vehicle Inspector for the selection against the regular post. It is further argued that the workman filed representation for cancellation of the process to the Secretary Urban Planning and later on the case was sent to the Personnel Department, Chandigarh Administration for clarification and after that advertisement for recruitment was cancelled. Thereafter the management again started the process of making amendments in the existing recruitment rules for the post of Driver keeping in view in guideline by the Department of Personnel, Chandigarh Administration and the Drivers were engaged through outsource agency and at present there is no vacant post of Driver. The management has already examined MW1, who has duly proved document Exhibit 'M1' to 'M7'. There is no retrenchment of the workman. The services of the workman were dispensed with after expiry of the contract period i.e. 12.07.2016. Learned representative for the management relied upon citations ***G. M. Tanda Thermal Power Project Versus Jai Parkash Srivastava & Another, 2008(1) SCT 34 (SC); Vijay Kumar Versus Industrial Tribunal, Bathinda & Others, 2014(10) SCT 149 (P&H); Ravinder Kumar Versus Principal DAV Centenary Public School, Rohtak, 2010(6) SLR 536 (P&H) and Tarsem Lal Versus Haryana Land Reclamation & Development Corporation Limited & Others, 2010(4) SCT 425 (P&H)*** and prayed for dismissal of the claim of the workman.

14. After giving my careful consideration to the rival contentions of both the sides, I find that admittedly, the workman was engaged on short term contract basis for six months with specific terms & conditions of the contract dated 07.06.2016 which clearly reveals that offer of appointment will not account as service and will not bestow upon any claim for regular appointment against any post which was agreed upon by the workman while accepting the appointment. Further as per Exhibit 'WW1/2' at point 'A' it is clearly specified that services of the workman can be terminated without any prior notice and this fact has also been admitted by the workman during his cross-examination when his attention was drawn to Exhibit 'WW1/2' at point 'A'. He also made the statement that he had not made any complaint regarding his attendance during the breaks as he has stated in his cross-examination that a person can make complaint to the higher authorities when his attendance does not mark.

15. So after the expiry of six months a fresh offer of appointment was given to the workman with the same terms & conditions as mentioned in his initial appointment letter dated 07.06.2012 Exhibit 'W1/1' and last appointment letter is Mark 'D' and the contract was expired on 12.07.2016 and not 12.07.2017 and further on expiry of the contract the services of the workman were dispensed with by the management.

16. As regards the process of recruiting the Driver against the regular post is concerned, admittedly the workman applied for appointment as Driver and he cleared the driving test but later on due to administrative reasons advertisement for recruitment was cancelled and the management again started the process of making amendments in the existing recruitment rules for the post of Driver in view of the guidelines issues by the Department of Personnel, Chandigarh Administration. As per the averments of the management, since the process could consume a considerable time so the post of Drivers were filled up on contract basis through outsource after getting the approval from the Secretary Urban Planning for the smooth functioning of the office work. The Drivers were engaged through outsource agency and the workman was not in the list recommended by the outsource agency so the arguments of learned representative for the workman that the department shall have reinstated him and replacement of regular contract employee with outsource employee is an unfair labour practice does not inspire confidence. Moreover, simply clearing the driving test does not entitles appointment against regular post when his testimonials and other documents required failed to meet the criteria of post. I agree with the contentions of the management. MW1 also duly proved the documents Exhibit 'M2' copy of appointment letter dated 07.06.2012 on contractual appointment to the post of Driver, Exhibit 'M3' copy of statement showing the details of appointment letters, period and break up period in respect of the workman, Exhibit 'M4' copy of objection raised on the driving licence of the workman by the Motor Vehicle Inspector, Exhibit 'M5' copy of letter dated 01.06.2016 regarding verification of Driving License, Exhibit 'M6' copy of interview letter dated 16.06.2016 for recruitment to the post of Driver, Exhibit 'M7' copy of noting whereby correct and re-advertisement was ordered by the Secretary Urban Planning.

17. So far as arguments of learned representative for the workman that the workman had rendered the service for more than 240 days is concerned, this arguments of learned representative for the workman also does not inspire confidence as from the perusal of Section 2(o)(bb) reveals that the case of the workman is covered under the same, which reproduced as below :—

"(oo) retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

[(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]."

18. Further reliance is placed on citation titled **G. M. Tanda Thermal Power Project Versus Jai Parkash Srivastava & Another, 2008(1) SCT 34** in which Hon'ble Supreme Court of India has held that in case of contractual services the agreement between parties must be given due weight and the Industrial Court cannot direct reinstatement. Further in citation titled **Vijay Kumar Versus Industrial Tribunal, Bathinda & Others, 2014(10) SCT 149** in which the Hon'ble Punjab & Haryana High Court has held that the contract

ceased on the basis of contractual appointment for 89 days. Because of the fact that there was no retrenchment, protection under Section 25-G & 25-H to the workman cannot be granted. In citation titled ***Ravinder Kumar Versus Principal DAV Centenary Public School, Rohtak, 2010(6) LSR 536*** Hon'ble Punjab & Haryana High Court has held that the workman was aware that his work was only for a specific period and job was not a permanent nature, his appointment was purely contractual in nature Labour Court found that the workman has no legal right to the post no case for interference in the view taken by the Labour Court is made. In citation ***Tarsem Lal Versus Haryana Land Reclamation & Development Corporation Limited & Others, 2010(4) SCT 425*** Hon'ble Punjab & Haryana High Court has held that when contractual appointment is with specific stipulation and termination on completion specified term of appointment, section 2(oo)(bb) attracted and provisions of Section 25-F of the ID Act are not attracted.

19. The citations relied upon by the workman is not directly applicable in the present case as the citation ***Mukund Dewangan Versus Oriental Insurance Company Limited (supra)*** is with regard to validity of driving license which has no concern in the present and ***Parshotam Lal Versus The Administrator, Panchayat Samiti, Nihal Singh Wala (supra)*** is regarding temporary employee whereas the present case relates to contractual post. Further citation ***Director, Health & Family Welfare, Punjab, Chandigarh & Others Versus Baljinder Singh & Another (supra)*** is also not applicable as the ratio laid down by the Hon'ble Punjab & Haryana High Court as the workman has not proved on record, as per Indian Evidence Act, his continuity of service in excess of 240 days in twelve calendar months. In view of the above discussion made above, the workman is not entitled to relief prayed. Termination is legal.

20. In the light of discussion made above, the workman has failed to prove that his services were terminated illegally by the management. Accordingly, this issue is decided against the workman and in favour of the management.

RELIEF :

21. In the light of findings on the issue above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

The 24th November, 2021.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

Secretary Labour,
Chandigarh Administration.

CHANDIGARH ADMINISTRATION
HOUSE ALLOTMENT COMMITTEE

Notification

The 21st January, 2022

No. 2022/A5/186.—In exercise of the powers conferred by Rule 45 of the Fundamental Rules and all other powers enabling him in this behalf, the Administrator, Union Territory, Chandigarh, hereby makes the following Rules further to amend the "Government Residences (Chandigarh Administration General Pool) Allotment Rules, 1996" namely :—

1. (i) These rules may be called the "Government Residences (Chandigarh Administration General Pool) Allotment (Amendment) Rules, 2022".
(ii) They shall come into force from the date of their publication in the Chandigarh Administration Gazette.
2. In the Government Residences (Chandigarh Administration General Pool) Allotment Rules, 1996 (hereinafter referred to as the Rules), alternate word "10 days" the retention of former residence on payment of normal licence fee shall be substituted as " four weeks" in Rule SR-317-AM-14(3).

(By order in the name of the Administrator,
Union Territory, Chandigarh).

YASHPAL GARG, IAS,
Secretary,
House Allotment Committee,
Chandigarh Administration.

CHANDIGARH ADMINISTRATION
HOUSE ALLOTMENT COMMITTEE

"CORRIGENDUM"

The 21st January, 2022

No. A5/2022/190.—In exercise of the powers conferred by Rule 45 of the Fundamental Rules and all other powers enabling him in this behalf, the Administrator, Union Territory, made amendment in Rule SR-317-AM-21 of Government Residences (Chandigarh Administration General Pool) Allotment Rules, 1996 vide Notification No. 2021/A5/1815, dated 9.11.2021, wherein in Para-2 "**the word fifty times the normal license fee shall be substituted as**" shall be deleted. Rest of the contents will remain as it is.

(By order in the name of the Administrator,
Union Territory, Chandigarh).

YASHPAL GARG, IAS,
Secretary,
House Allotment Committee,
Chandigarh Administration.

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."